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NOTE CHANGES MADE BY THE COURT

19 UNITED STATES DISTRICT COURT  
20 CENTRAL DISTRICT OF CALIFORNIA

21 ROBERT G. PERRIN and DIANE L.

22 PERRIN, Individually and On Behalf of

23 All Others Similarly Situated,

24 Plaintiffs,

25 v.

26 SOUTHWEST WATER COMPANY,

27 *et al.*,

28 Defendants.

Case No. CV 08-07844 DMG  
(AGR~~x~~)

STIPULATION AND  
[PROPOSED] ORDER  
GOVERNING  
CONFIDENTIALITY OF  
DISCOVERY MATERIALS

STIPULATION AND [PROPOSED] ORDER  
GOVERNING CONFIDENTIALITY OF DISCOVERY MATERIALS

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action may involve production of  
3 confidential, proprietary, and/or private information for which special protection  
4 from public disclosure and from use for any purpose other than prosecuting or  
5 defending this litigation would be warranted. Accordingly, the parties hereby  
6 stipulate and agree to the following Protective Order ("Order"), subject to Court  
7 approval. The parties acknowledge that this Order does not confer blanket  
8 protections on all disclosures or responses to discovery and that the protection it  
9 affords extends only to the limited information or items that are entitled under the  
10 applicable legal principles to treatment as confidential. The parties further  
11 acknowledge, as set forth in Section 11, below, that this Stipulated Protective  
12 Order does not entitle them to file confidential information under seal. The parties  
13 agree to abide by applicable rules and procedures when a party seeks permission  
14 from the Court to file material under seal.  
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21 **2. DEFINITIONS**

22 2.1 Challenging Party: A Party or Non-Party that challenges the  
23 designation of information or items under this Order.  
24

25 2.2 "Confidential" Information or Items: Information (regardless of how it  
26 is generated, stored, or maintained) or tangible things that qualify for protection  
27 under Federal Rule of Civil Procedure 26(c).  
28

1       2.3 Counsel (without qualifier): Outside Counsel of Record and In-House  
2 Counsel (as well as their support staffs).  
3

4       2.4 Designating Party: A Party or Non-Party that designates information  
5 or items produced in disclosures or in responses to discovery as "Confidential."  
6

7       2.5 Disclosure or Discovery Material: All information or items,  
8 regardless of the medium or manner generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, or tangible things) that are produced  
10 or generated in disclosures or responses to discovery in this matter.  
11

12       2.6 Expert and/or Consultant: A person who has been retained by a Party  
13 or its Counsel to serve as an expert witness or as a consultant in this action. This  
14 definition includes a professional jury or trial consultant retained in connection  
15 with this litigation.  
16

17       2.7 "Highly Confidential" Information or Items: Extremely sensitive  
18 "Confidential" product-, competitive-, or technology-related information or items,  
19 disclosure of which to another Party or Non-Party would create a substantial risk of  
20 serious harm that could not be avoided by less restrictive means.  
21

22       2.8 In-House Counsel: Attorneys who are employees of a Party. In-House  
23 Counsel does not include Outside Counsel of Record or any other outside counsel.  
24

25       2.9 Non-Party: Any natural person, partnership, corporation, association,  
26 or other entity not named as a Party to this action.  
27  
28

1       2.10 Outside Counsel of Record: Attorneys who are not employees of a  
2 Party but who are retained to represent or advise a Party in this action or have  
3 appeared in this action on behalf of that Party or are affiliated with a law firm  
4 which has appeared on behalf of that Party, including independent contract  
5 attorneys and third-party investigators hired by outside counsel who have signed  
6 the "Agreement to Be Bound By Protective Order" (Exhibit A).  
7

8  
9       2.11 Party: Any party to this action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staff).  
12

13       2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this action.  
15

16       2.13 Professional Vendors: Persons or entities that provide litigation  
17 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
18 demonstrations; organizing, storing, retrieving data in any form or medium; *etc.*)  
19 and their employees and subcontractors.  
20

21       2.14 Protected Material: Any Disclosure or Discovery Material that is  
22 designated as "Confidential."  
23

24       2.15 Receiving Party: A Party that receives Disclosure or Discovery  
25 Material from a Producing Party.  
26

27  
28 **3. SCOPE**

1 The protections conferred by this Stipulation and Order cover not only  
2 Protected Material, but also: (1) any information copied or extracted therefrom; (2)  
3 all copies, excerpts, summaries, or compilations thereof; and (3) any testimony,  
4 conversations, or presentations by Parties or Counsel to, or in, court or in other  
5 settings that reveal Protected Material. The protections conferred by this  
6 Stipulation and Order, however, do not cover information that is in the public  
7 domain at the time of disclosure to a Receiving Party or becomes part of the public  
8 domain after its disclosure to a Receiving Party as a result of publication not  
9 involving a violation of this Order, including becoming part of the public record  
10 through trial or otherwise. Any use of Protected Material at trial shall be governed  
11 by a separate agreement or order.

#### 12 4. DURATION

13 Even after the final termination of this litigation, the confidentiality  
14 obligations imposed by this Order shall remain in effect until a Designating Party  
15 agrees otherwise in writing or a Court order otherwise directs. Final termination  
16 shall be deemed to be the later of: (1) dismissal of all claims and defenses in this  
17 action, with or without prejudice; and (2) final judgment herein after the  
18 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
19 this action, including the time limits for filing any motions or applications for  
20 extension of time pursuant to applicable law.

1           **5. DESIGNATING PROTECTED MATERIAL**

2           **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

3  
4       To the extent it is practical to do so, each Party or Non-Party that designates  
5       information or items for protection under this Order must take care to limit any  
6       such designation to specific material that qualifies under the appropriate standards  
7       set forth in Fed. R. Civ. P. 26(c). The Parties have established a procedure to meet  
8       and confer to resolve challenges to specific confidentiality designations, as set  
9       forth below in Section 6.2. Designations that are shown to be clearly unjustified or  
10       made for an improper purpose (e.g., to unnecessarily encumber or delay the case  
11       development process or to impose unnecessary expenses and burdens on other  
12       parties) may expose the Designating Party to sanctions.  
13  
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15  
16           **5.2 De-Designating Material:** If it comes to a Designating Party's or a  
17       Non-Party's attention that information or items that it designated for protection do  
18       not qualify for protection, that Designating Party or Non-Party must promptly  
19       notify all other parties that it is withdrawing the mistaken designation.  
20  
21

22           **5.3 Manner and Timing of Designations:** Except as otherwise provided in  
23       this Order, or as otherwise stipulated or ordered, material that qualifies for  
24       protection under this Order must be clearly so designated before the material is  
25       disclosed or produced.  
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1 (a) Information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings). To designate information in documentary form as Protected  
4 Material, the Producing Party shall affix the legend "Confidential" to each page  
5 that contains protected material.  
6  
7

8 A Party or Non-Party that makes original documents or materials available  
9 for inspection need not designate them for protection until after the inspecting  
10 Party has indicated which material it would like copied and produced. During the  
11 inspection and before the designation, all of the material made available for  
12 inspection shall be deemed "Confidential." After the inspecting Party has  
13 identified the documents it wants copied and produced, the Producing Party must  
14 determine which documents, or portions thereof, qualify for protection under this  
15 Order. Then, before producing the specified documents, the Producing Party may  
16 affix the "Confidential" legend to each page that contains Protected Material.  
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21 A Party may have the right to designate documents produced by another  
22 Party or Non-Party "Confidential" subject to the terms of this Order including, but  
23 not limited to, the provisions for challenging confidentiality designations set forth  
24 in Section 6, below. Within 21 days of receipt of such documents, the Designating  
25 Party shall provide notice to all other Parties and the producing Non-Party of such  
26 designation. After receiving this notice and upon agreement from the Producing  
27  
28

1 Party, the Designating Party or the Producing Party or Non-Party shall affix the  
2 "Confidential" legend to the documents designated.  
3

4 (b) Testimony given in deposition or in other pretrial proceedings

5 To designate testimony given in deposition, pursuant to letters rogatory, or in other  
6 pretrial proceedings as Protected Material, any Party or the Non-Party offering the  
7 testimony may identify all protected testimony. A Party or Non-Party that offers  
8 or gives the testimony shall have 21 days after receipt of the transcript to identify  
9 the specific portions of the testimony as to which protection is sought and to  
10 specify the level of protection being asserted. Only those portions of the testimony  
11 that are appropriately designated for protection within 21 days after receipt of the  
12 transcript shall be covered by the provisions of this Order. All testimony given in  
13 depositions, pursuant to letters rogatory, or in other pretrial proceedings shall be  
14 designated as "Confidential" from the date of the testimony until the expiration of  
15 the 21 days following receipt of the transcript.  
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21 To the extent it is practicable to do so, parties shall give the other parties  
22 general notice if they reasonably expect a deposition, hearing, or other proceeding  
23 to include Protected Material so that the other parties can ensure that only  
24 authorized individuals who have signed the "Agreement to Be Bound By  
25 Protective Order" (Exhibit A) are present at those proceedings. The use of a  
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1 document as an exhibit at a deposition shall not in any way affect its designation as  
2 "Confidential."

3  
4 Transcript pages containing Protected Material must be separately bound by  
5 the court reporter, who must affix to the top of each such page the legend  
6 "Confidential," as instructed by the Party or Non-Party designating the testimony.  
7

8 (c) Information produced in some form other than documentary  
9 and any other tangible items. To designate information produced in some form  
10 other than documentary and other tangible items as Protected Material, the  
11 Producing Party shall affix in a prominent place on the exterior of the container  
12 or containers in which the information or item is stored the legend  
13 "Confidential."  
14

15  
16 A Party may designate non-documentary materials produced by another  
17 Party or Non-Party as "Confidential," subject to the same requirements as Section  
18 5.3(a) above.  
19

20  
21 5.4 Inadvertent Failures to Designate: If timely corrected, an inadvertent  
22 failure to designate qualified information or items or testimony as "Confidential"  
23 does not, standing alone, waive the Designating Party's right to secure protection  
24 under this Order for such material. Upon timely correction of a designation, the  
25 Receiving Party must make reasonable efforts to assure that the material is treated  
26 in accordance with the provisions of this Order.  
27  
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1       5.5 "Highly Confidential" Information or Items: A Party may designate  
2 "Highly Confidential" information or items pending entry of a suitable  
3 supplemental protective order concerning their treatment unless the Court rules the  
4 material is not entitled to such protection. Pending entry of a supplemental  
5 protective order, or as otherwise agreed to by all Parties, the Parties will treat such  
6 material as "Confidential."  
7  
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10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11       6.1 Timing of Challenges: Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time. Unless a prompt challenge to a  
13 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
14 substantial unfairness, unnecessary economic burdens, or a later significant  
15 disruption or delay of the litigation, a Party does not waive its right to challenge a  
16 confidentiality designation by electing not to mount a challenge promptly after the  
17 original designation is disclosed.  
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21       6.2 Meet and Confer: A Party that elects to initiate a challenge to a  
22 confidentiality designation must do so in good faith and must confer directly with  
23 Counsel for the Designating Party. In conferring, the Challenging Party must  
24 explain the basis for its belief that the confidentiality designation was not proper  
25 and must give the Designating Party an opportunity to review the designated  
26 material, to reconsider the circumstances, and, if no change in designation is  
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1 offered, to explain the basis for the chosen designation. A Challenging Party may  
2 proceed to the next stage of the challenge process only if it has engaged in this  
3 meet and confer process first or establishes that the Designating Party is unwilling  
4 to participate in the meet and confer process in a timely manner. Absent good  
5 cause, such as a large number of disputed documents for the parties to analyze, the  
6 parties shall have 21 days from the initial notification of a challenge to complete  
7 the meet and confer process.  
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10

11 6.3 Judicial Intervention: If the Challenging Party and the Designating  
12 Party are unable to resolve a dispute about a confidentiality designation in the  
13 manner provided in paragraph 6.2 above, the Challenging Party may contest the  
14 confidentiality designation by filing and serving a discovery motion as provided in  
15 the Civil Local Rules. Absent good cause, such a motion must be made within 45  
16 days of the parties agreeing that the meet and confer process will not resolve their  
17 dispute. Each such motion must be accompanied by a statement that affirms that  
18 the movant has complied with the meet and confer requirements imposed in the  
19 preceding paragraph. Frivolous challenges, and those made for an improper  
20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
21 Parties), may expose the Challenging Party to sanctions.  
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27 The burden of persuasion in any such challenge proceeding shall be on the  
28 Designating Party. The Designating Party bears the burden, for each particular

1 document it seeks to protect, of showing that the confidentiality designation is  
2 proper under the terms of this Order.  
3

4 Notwithstanding any challenge to the designation of material as Protected  
5 Material, all such documents shall be treated as such and shall be subject to the  
6 provisions of this Order unless and until one of the following occurs: (a) the  
7 Designating Party withdraws such designation in writing to all Parties and no other  
8 Party has designated that material as Protected Material; or (b) the Court rules the  
9 material is not Protected Material.  
10  
11

12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**  
13

14 7.1 Basic Principles: A Receiving Party may use Protected Material that  
15 is disclosed or produced by another Party or by a Non-Party in connection with  
16 this case only for prosecuting, defending, or attempting to settle this litigation.  
17 Such Protected Material may be disclosed only to the categories of persons and  
18 under the conditions described in this Order. When the litigation has been  
19 terminated, a Receiving Party must comply with the provisions of Section 13  
20 below.  
21  
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23 Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.  
26  
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1           7.2   Disclosure of "Confidential" Information or Items: Unless otherwise  
2 ordered by the Court or permitted in writing by the Designating Party, a Receiving  
3 Party may disclose any information or item designated "Confidential" only to:

4           (a)   the Receiving Party's Outside Counsel of Record in this action,  
5 as well as employees of said Counsel of Record, including any outside vendor  
6 providing litigation support or photocopying services, to whom it is reasonably  
7 necessary to disclose the information for this litigation;  
8

9           (b)   the officers, directors, and employees (including In-House  
10 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
11 this litigation and who have signed the "Agreement to Be Bound By Protective  
12 Order" (Exhibit A);  
13

14           (c)   Experts and/or Consultants of the Receiving Party to whom  
15 disclosure is reasonably necessary for this litigation and who have signed the  
16 "Agreement to Be Bound By Protective Order" (Exhibit A);  
17

18           (d)   the Court, court personnel, potential jurors, jurors, or alternate  
19 jurors;  
20

21           (e)   court reporters or videographers and their staff, mediators and  
22 their staff, professional jury or trial consultants, mock jurors, and Professional  
23 Vendors to whom disclosure is reasonably necessary for this litigation and who  
24 have signed the "Agreement to Be Bound By Protective Order" (Exhibit A);  
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1 (f) the author or recipient of a document containing the  
2 information or a custodian or other person who otherwise possessed or knew the  
3 information and who has signed the "Agreement to Be Bound By Protective  
4 Order" (Exhibit A); and  
5

6 (g) during their depositions, witnesses in the action to whom  
7 disclosure is reasonably necessary and who have signed the "Agreement to Be  
8 Bound by Protective Order" (Exhibit A), unless otherwise agreed by the  
9 Designating Party or ordered by the Court. Pages of transcribed deposition  
10 testimony or exhibits to depositions that reveal Protected Material must be  
11 separately bound by the court reporter and may not be disclosed to anyone except  
12 as permitted under this Order.  
13  
14  
15

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
17 **PRODUCED IN OTHER LITIGATION**

18 If a Receiving Party is served with a subpoena or an order issued in other  
19 litigation that compels disclosure of any information or items designated in this  
20 action as "Confidential," the Receiving Party must so notify the Designating Party,  
21 in writing (by email, if possible) immediately and in no event more than five court  
22 days after learning of the receipt of the subpoena or order. Such notification must  
23 include a copy of the subpoena or court order.  
24  
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27 The Receiving Party also must inform in writing as soon as reasonably  
28 practicable the party who caused the subpoena or order to issue in the other



1 litigation that some or all of the material covered by the subpoena or order is the  
2 subject of this Order. In addition, the Receiving Party must deliver a copy of this  
3 Order promptly to the party in the other action that caused the subpoena or order to  
4 issue.  
5

6 If the Designating Party timely seeks a protective order, the Party served  
7 with the subpoena or court order shall not produce any information designated in  
8 this action as "Confidential" before a determination by the court from which the  
9 subpoena or order issued, unless the Party has obtained the Designating Party's  
10 permission.  
11

12 The purpose of imposing these duties is to alert the interested parties to the  
13 existence of this Order and to afford the Designating Party in this case an  
14 opportunity to try to protect its confidentiality interests in the court from which the  
15 subpoena or order issued. The Designating Party shall bear the burdens and the  
16 expenses of seeking protection in that court of its confidential material – and  
17 nothing in these provisions should be construed as authorizing or encouraging a  
18 Receiving Party in this action to disobey a lawful directive from another court.  
19

20  
21  
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23  
24 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

25 *With the non-Party's agreement,*  
26 (a) The terms of this Order are applicable to information produced by a

27 Non-Party in this action and designated as "Confidential." Such information  
28 produced by a Non-Party in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3  
4 (b) In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8  
9 1. promptly notify in writing the Requesting Party and the Non-  
10 Party that some or all of the information requested is subject to a confidentiality  
11 agreement with a Non-Party;

12  
13 2. promptly provide the Non-Party with a copy of this Protective  
14 Order, the relevant discovery request(s), and a reasonably specific description of  
15 the information requested; and  
16

17  
18 3. make the information requested available for inspection by the  
19 Non-Party.  
20

21 (c) If the Non-Party fails to object or seek a protective order from this  
22 court within 14 days of receiving the notice and accompanying information, the  
23 Receiving Party may produce the Non-Party's confidential information responsive  
24 to the discovery request. If the Non-Party timely objects or seeks a protective  
25 order, the Receiving Party shall not produce any information in its possession or  
26 control that is subject to the confidentiality agreement with the Non-Party before a  
27  
28

1 determination by the court. Absent a court order to the contrary, the Non-Party  
2 shall bear the burden and expense of seeking protection in this court of its  
3 Protected Material.  
4

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6  
7 If a Receiving Party learns that, by inadvertence or otherwise, it has  
8 disclosed Protected Material to any person or in any circumstance not authorized  
9 under this Order, the Receiving Party must immediately (a) notify in writing the  
10 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
11 all copies of the Protected Material, (c) inform the person or persons to whom  
12 unauthorized disclosures were made of the applicable terms of this Order, and (d)  
13 request such person or persons to agree to execute the "Agreement to Be Bound By  
14 Protective Order" that is attached hereto as Exhibit A.  
15  
16

17  
18 **11. FILING PROTECTED MATERIAL**

19 Without written permission from the Designating Party or a court order  
20 secured after appropriate notice to all interested persons, a Party may not file in the  
21 public record in this action any Protected Material. A Party that seeks to file under  
22 seal any Protected Material must comply with applicable rules and procedures.  
23 Protected Material may only be filed under seal pursuant to a court order  
24 authorizing the sealing of the specific Protected Material at issue.  
25  
26  
27

28 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

1           12.1 Pursuant to Federal Rules of Evidence 502(d) and (e), the inadvertent  
2 production of information that is privileged or otherwise protected will not operate  
3 as a waiver of privilege or work-product protection in this proceeding or in any  
4 other federal or state proceeding. For purposes of this Order, an inadvertent  
5 production includes a production without prior review of the information for  
6 privilege or work product, or with use of linguistic tools in screening for privilege  
7 or work-product protection. Nothing in this Section precludes a Party from  
8 otherwise challenging a claim of privilege or work-product protection.

9  
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11  
12           12.2 In the event that privileged or otherwise protected information is  
13 inadvertently produced, the following procedures will apply:

14  
15           (a) If a Producing Party discovers that it inadvertently produced  
16 information that the Producing Party claims is privileged or otherwise protected  
17 work product, the Producing Party will promptly: (i) advise the Receiving Party of  
18 the inadvertent disclosure in writing (unless written notification is impractical);  
19 and (ii) explain the basis for the claim of privilege or work-product protection.  
20 After being notified, the Receiving Party shall treat the information in compliance  
21 with the procedures set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

22  
23  
24  
25           (b) If a Receiving Party discovers information that it reasonably  
26 believes to be privileged or protected work product, the Receiving Party will treat  
27 the information in compliance with Federal Rule of Civil Procedure 26(b)(5)(B)  
28

1 and notify the Producing Party of the disclosure and identify the information. The  
2 Producing Party then has five (5) business days to: (i) confirm whether it intends to  
3 assert that the information is privileged or work product; and (ii) provide the basis  
4 for the claim of privilege or protection. The Receiving Party shall at all times treat  
5 the specified information in accordance with the procedures set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B).  
7

8  
9 (c) To the extent the Receiving Party challenges the claim of  
10 privilege or work product under this Section, the Parties must meet and confer in  
11 an attempt to resolve the matter. If the Parties cannot resolve the dispute, the Party  
12 challenging the claim of privilege or work product shall have a reasonable amount  
13 of time to present the issue to the Court consistent with Federal Rule of Civil  
14 Procedure 26(b)(5)(B).  
15  
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17

18 (d) If a Party receives information that it does not reasonably  
19 believe to be privileged or otherwise protected work product, disclosure or use of  
20 the information by the Receiving Party, including production to a third party  
21 before notice from the Producing Party that the information was inadvertently  
22 produced, will not be deemed a violation of this Order. Under these  
23 circumstances, however, the Receiving Party is precluded from arguing that the  
24 Producing Party waived privilege or work-product protection based solely on the  
25  
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27  
28

1 Receiving Party's disclosure of the inadvertently produced information to a third  
2 party.

3  
4 (e) If the Receiving Party disclosed the inadvertently produced  
5 information to a third party before receiving notice of a claim of privilege or work-  
6 product protection, it must take reasonable steps to retrieve the information and to  
7 return it, sequester it until the claim is resolved, or destroy it.  
8

9  
10 (f) If, during a deposition, the Producing Party asserts for the first  
11 time that information contained in a marked exhibit was inadvertently produced  
12 and is privileged or protected work product and the Receiving Party disputes the  
13 assertion, the Receiving Party may present the information to the Court under seal  
14 for a determination of the claim on an expedited basis, where appropriate, and  
15 reserve the right to seek to question the deponent regarding the challenged  
16 information on an expedited basis, if necessary, to the extent not privileged or  
17 protected. The Producing Party shall make reasonable efforts to cooperate with the  
18 Receiving Party regarding additional questioning, if any, on such information to  
19 the extent ordered by the Court.  
20  
21  
22

23  
24 (g) Compliance with Federal Rule of Civil Procedure 26(b)(5)(B)  
25 does not waive the Receiving Party's right to challenge the Producing Party's  
26 assertion of privilege or work-product protection.  
27

28 **13. FINAL DISPOSITION**



1 Unless otherwise ordered or agreed in writing by the Producing Party, within  
2 90 days after the final termination of this action as defined Section 4, including  
3 appellate litigation or the time period therefore, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material, at the  
5 Receiving Party's option. As used in this subdivision, "all Protected Material"  
6 includes all copies, abstracts, compilations, summaries, or any other form of  
7 reproducing or capturing any of the Protected Material. Whether the Protected  
8 Material is returned or destroyed, the Receiving Party must submit a written  
9 certification to the Producing Party (and, if not the same person or entity, to the  
10 Designating Party) by the 60 day deadline that identifies (by category, where  
11 appropriate) all the Protected Material that was returned or destroyed and that  
12 affirms that the Receiving Party has not retained any copies, abstracts,  
13 compilations, summaries, or other forms of reproducing or capturing any of the  
14 Protected Material. Notwithstanding this Provision, Counsel are entitled to retain  
15 an archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
16 correspondence, deposition and trial exhibits, expert reports or attorney work  
17 product, even if such materials contain Protected Material. Any such archival  
18 copies that contain or constitute Protected Material remain subject to this Order as  
19 set forth in Section 4 (DURATION), above.

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28 **14. MISCELLANEOUS**

1           14.1 Right to Further Relief: Nothing in this Order abridges the right of any  
2 person to seek modification of this Order by proper application to the Court on  
3 notice to the other Parties hereto for good cause.  
4

5           14.2 Right to Assert Other Objections: By stipulating to the entry of this  
6 Protective Order, no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item on any ground not addressed in  
8 this Order. Similarly, no Party waives any right to object on any ground to use in  
9 evidence of any of the material covered by this Order.  
10

11           14.3 No Waiver: Entering into, agreeing to, and/or producing or receiving  
12 material designated as "Confidential," or otherwise complying with the terms of  
13 this Order shall not:  
14

15           (a) Operate as an admission by any party that any particular  
16 material designated as Protected Material constitutes or does not constitute trade  
17 secrets, proprietary or commercially sensitive information, or any other type of  
18 Protected Material;  
19

20           (b) Prejudice in any way the rights of the Parties to object to the  
21 production of documents they consider not subject to discovery;  
22

23           (c) Prejudice in any way the rights of any Party to object to the  
24 authenticity or admissibility into evidence of any document, testimony, or other  
25 evidence subject to this Order;  
26  
27  
28

1 (d) Prejudice in any way the rights of a Party to petition the Court  
2 for a further protective order relating to any purportedly Protected Material;  
3

4 (e) Prevent the Parties to this Order from agreeing in writing or on  
5 the record during a deposition or hearing in this action to alter or waive the  
6 provisions or protections provided for herein with respect to any particular  
7 information or material;  
8

9 (f) Be deemed to waive any applicable privilege or work product  
10 protection, or to affect the ability of a Party to seek relief for an inadvertent  
11 disclosure of material protected by privilege or work product protection; and/or  
12

13 (g) Prevent a Party or Non-Party from objecting to discovery that it  
14 believes to be improper, including objections based upon the privileged,  
15 confidential, or proprietary nature of the Protected Material requested.  
16

17 14.4 Subject to Jurisdiction: All persons who have access to information or  
18 material designated as Protected Material under this Order acknowledge that they  
19 are bound by this Order and submit to the jurisdiction of this Court for the  
20 purposes of enforcing this Protective Order.  
21

22  
23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
24

25 Dated: February 27, 2014

GLANCY BINKOW & GOLDBERG LLP

26  
27 By:   
28 Ex-Kano S. Sams II  
Lionel Z. Glancy

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*Attorneys for Lead Plaintiff*

14 Dated: February 27, 2014

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15 By: 

16 Robert W. Brownlie  
17 Gerard A. Trippitelli  
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21 Telephone: 619.699.2700  
22 Facsimile: 619.699.2701

*Attorneys for Defendants*

23 IT IS SO ORDERED.

24 DATED: 4/22/2014

25   
26  
27 UNITED STATES MAGISTRATE JUDGE  
28

## EXHIBIT A

## AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Protective Order that was  
issued by the United States District Court for the Central District of California on  
\_\_\_\_\_ [date] in the case of *The Hemmer Group v. SouthWest Water Co., et al.*,  
Case Number CV 08-07844 DMG (AGRx). I understand that the Protective Order,  
a copy of which has been given to me, prohibits me from disclosing or using in any  
manner any information or items subject to the Protective Order to any person or  
entity except in strict compliance with the provisions of the Protective Order. I  
agree to comply with and to be bound by all the terms of this Protective Order and  
I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose or use in any manner any information or item that is subject to this  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Protective Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my  
agent for service of process in connection with this action or any proceedings  
related to enforcement of this Protective Order.

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Date: \_\_\_\_\_

City and state where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_